

HAMILTON COUNTY BOARD OF COMMISSIONERS
JANUARY 28, 2008

The Hamilton County Board of Commissioners met on Monday, January 28, 2008 in the Commissioners Courtroom in the Hamilton County Government and Judicial Center, One Hamilton County Square, Noblesville, Indiana. The Commissioners met in Executive Session in Conference Room 1A at 12:20 p.m. President Altman called the public session to order at 1:20 p.m. and declared a quorum present of Commissioner Christine Altman, Commissioner Steven C. Dillinger and Commissioner Steven A. Holt. The Pledge of Allegiance was recited.

The Commissioners meeting was recessed.

Board of Finance

The Hamilton County Board of Finance was called to order. A quorum was present of Commissioners Altman, Dillinger, Holt and Hamilton County Treasurer Kim Good. Good presented the 2007 Investment Report. Earnings for 2007 were \$8,463,026.99. Also included in the report is the investment policy and depository list.

Dillinger motioned to adjourn the Board of Finance. Holt seconded. Motion carried unanimously.

Altman reconvened the Board of Commissioners meeting

Executive Session Memoranda

Dillinger motioned to approve the Executive Session Memoranda of January 28, 2008. Holt seconded. Motion carried unanimously.

Bid Openings

Holt motioned to open the bids in Conference Room 1A. Dillinger seconded. Motion carried unanimously.

2008 Annual Highway Bids

Mr. Mike Howard and Mr. Darren Murphy opened the 2008 Annual Highway Bids. Bids were received from the following:

Category 1 – Aggregates: U.S. Aggregates, IMI, Martin Marietta

Category 2 – Bituminous Mixtures: Shelly & Sands, E&B Paving, Rieth-Riley Construction Company, Inc., Milestone Contractors

Category 3 – Liquid Asphalts: Asphalt Materials, Marathon Petroleum

Category 4 – Drainage Pipe: St. Regis Culvert, Inc., Metal Culverts, Inc., CPI Supply

Category 5 – Pre-Engineered Timber Bridges & Components: American Timber Bridge

Category 6 – Gasoline/Fuel & Lubricants – Hamilton County COOP

Category 7 – Treated Salt – International Salt, Cargill, North American Salt – no bid

Category 8 – Pavement Traffic Markings – The Airmarking Co., Inc., Highway Technologies, Inc., Interstate Road Management

Category 9 – Weed & Brush Control: DeAngelo Brothers, Asplundh, Townsend Tree Service

Category 10 – Vine & Branch, Inc., Asplundh

The bids were referred to the highway department staff for review and recommendation at the February 11, 2008 Commissioners meeting.

2008 Digital Orthophotography Project

Howard opened the Request for Proposals (RFP) for the 2008 Digital Orthophotography project. RFP's were received from Woolpert, Aero-Metric, Inc., Fugro EarthData, Inc., Kucera International, Inc., Williams Aerial & Mapping, Inc., Digital Aerial Solutions, LLC, and MJ Harden. The RFP's were referred to the GIS staff for review and recommendation at the February 11, 2008 Commissioners meeting.

Jackson Medical Building [1:26]

Howard stated there are three things that need to be added to the Jackson Medical Building agreement. 1) An acknowledgment that there is mutual consideration of this commitment. 2) Section 2 – insert language for the Exhibit I diagram.

Howard asked Neal what movements will be eliminated from the subsequent conditions? Mr. Jim Neal stated for item B it is the elimination of the left turn out of the site; they would be responsible for the construction of the raised median in 146th Street along the left turn lane and construction of the median in the exit drive from the site to get to the pork chop. The plan also calls for that to be extended back into their site so they can have landscaping.

Altman stated she understands the initial configuration will be right in, right out with a left turn into the property on 146th Street? Neal stated the initial condition when the building is built is that it will be full access. Altman stated she thought we did not pursue full access, the best we did was full in. Mr. Steve Hardin stated Exhibit 2 shows the proposed condition, Exhibit 1 is what it would be restricted to. Howard stated he thought it was left full access until one of those things happened and the movement that would be eliminated would be left out and the left out would be accommodated by an internal road. Neal stated there is a full access cut between Cumberland and Howe, that was agreed upon with the City of Noblesville and it had conditions as to when it would close. Dillinger stated the cuts are done without a light? Neal stated correct, no light. Holt stated anyone that is west bound can turn with the turn arrow on Cumberland and go onto the east side of the property? Neal stated yes, they can exit out the east side and make a left to go west on 146th Street. Holt stated if coming into the property, west bound, you would turn on Cumberland Road and turn in? Neal stated yes or at the next entrance at the larger AMLI development site. Altman asked if there is anything within this agreement that imposes a time period upon which improvements as we restrict down are effectuated? Neal stated no. Altman stated that needs to be included. Altman asked if there is anything in this agreement that places a lien upon the land for installing the improvements if they breach the agreement? Hardin stated no. Altman stated there needs to be. Altman asked if there is any covenant that says the landowner or whoever controls the property will not employ the use of a rent-a-cop? Holt stated yes, under "E". Altman stated the lien language will include that we will be empowered to immediately take action in the event that the landowner does not comply within the time period? Howard stated it must be completed within 90 days with written notice subject to weather delays as set out in the standard INDOT contract. Altman recommended adding "in the event of confusion or interpretation will be interrupted to imply the least access or something similar if there is an issue to interpretation of any of the terms or any of the documents the presumption is more restrictive access. Dillinger motioned to approve the agreement as amended. Holt seconded. Motion carried unanimously. Hardin will edit the agreement and forward it to Howard.

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Highway Business [1:35]

Plat Approval

Indiana American Elevated Tank Secondary Plat

Mr. Dave Lucas recommended approval of the Indiana American Elevated Tank Secondary Plat. It is a 2.34 acre parcel located east of Promise Road, south of 186th Street. Dillinger motioned to approve. Altman seconded. Motion carried unanimously.

Road Cut Permits

Neal requested approval of a Road Cut Permit, RDCUT 2008-001, for Wilson Water & Sewer at 250' North of centerline of 104th Street on Bellefontaine for a city sewer connection. Dillinger motioned to approve. Holt seconded. Motion carried unanimously.

Release of Bonds/Letters of Credit – Highway Department

Neal requested approval of the release of Bonds and Letters of Credit for the highway department. 1) HCHD #B-04-0091 – Bond Safeguard Insurance Company Performance Bond #5013353 issued on behalf of Precedent Capital, LLC for Fox Hollow at Geist, Section 3 concrete curbs, H.A.C. binder & H.A.C. surface. 2) HCHD #B-01-0105 – Developers Surety and Indemnity Company Subdivision Performance Bond #886582S issued on behalf of Estridge Development Company, Inc. for streets in High Grove, Section 2, bond rider to lower amount from \$39,146 to \$10,052 dated 6/28/02. 3) HCHD #B-02-0064 – Developers Surety and Indemnity Company Maintenance Bond #886581A issued on behalf of Estridge Development Company, Inc. for High Grove, Section 2 curbs. 4) HCHD #B-99-0135 – Developers Surety and Indemnity Company Rider Bond #885381S issued on behalf of Estridge Development Company, Inc. for High Grove, Section 1 streets and curbs. 5) HCHD #B-06-0108 – Lexon Insurance Company Performance Bond #1017726 issued on behalf of Pulte Homes of Indiana, LLC for infrastructure development in Britton Falls, Area 2, Section A, Phase I. 6) HCHD #B-06-0042 – Safeco Insurance Company of America Bond #10793 issued on behalf of Cargill Incorporate Deicing Technology for furnishing treated salt contract dates: 3/1/2006 through 2/28/2007. Dillinger motioned to approve. Holt seconded. Motion carried unanimously.

Official Actions

Acceptance of Streets – 146th Street & Campus Parkway

Neal requested approval of an official action to accept streets at 146th Street & Campus Parkway from Cumberland Road to the west ramps of I-69 in Fall Creek, Noblesville & Wayne Townships. Dillinger motioned to approve. Holt seconded. Motion carried unanimously.

Demolition of Property – 3714 W. 98th Street

Neal requested approval of a contract award for demolition of property at 3714 W. 98th Street, Carmel, Indiana. Quotes were received from the following: ABC Contractors, Inc. - \$12,950.00. 2) Rhino Trucking & Excavating - \$11,825.00. 3) North American Construction Co., - \$12,800.00. Neal recommended Rhino Trucking & Excavating. Dillinger motioned to approve. Holt seconded. Motion carried unanimously.

Altman called a break in the meeting.

Altman called the meeting back to order. [1:52]

Text Messaging for F.A.C.T. Team Deputy Prosecutor

Ms. Sonia Leerkamp requested that Andre Miksha the F.A.C.T. (Fatal Alcohol Crash Team) deputy prosecuting attorney have access to text messaging. When there is a call out to the Team it is done by text messaging. Holt motioned to approve. Dillinger seconded. Motion carried unanimously.

Buildings and Grounds Contract Renewals

Mr. Scott Warner requested approval of maintenance contract renewals. Lawn and Landscaping Services to BAM Outdoor in the amount of \$72,965.56. HVAC for EMA, Fairgrounds, Highway and Household Hazardous Waste to Accu-Temp Comfort Systems in the amount of \$3,333. HVAC for Jail, Judicial Center and Courthouse to PMC in the amount of \$38,635. Warner stated he had Accu-Temp revise the language in the contract and has submitted it to Mike Howard for review. Warner stated the language has been changed to state the contract would be enforced and effective for a one year period, the automatic renewal language has been removed. The other concern was that only the customer was held responsible for the costs; the language was changed to include customer and contractor shall pay all costs. Altman stated that is not correct. It is the prevailing party would bear the other parties attorney's fees. Altman asked to wait until Howard returns to the meeting. Laundry equipment maintenance for the Humane Society, Jail and Juvenile Center to Laundry City Equipment in the amount of \$2,600. Warner stated they have had high repair bills due to lack of maintenance. Altman asked why are we maintaining any equipment at the animal shelter that is disposable? Altman stated initially we equipped them with washers and dryers but that is their maintenance and their replacement. Warner stated we are charged with maintaining the county owned equipment in the building, we own that equipment. Altman stated initially we provided the equipment but it was not her intention in facilitating that we would ever maintain or replace that type of equipment. That is traditionally a tenant issue. Warner stated he would refer it back to the Humane Society. Holt stated he does not think this has ever been discussed. Altman is right in terms of what typically you would have in a lease situation. Warner stated that is not clearly laid out in the language of the agreement. Holt stated we probably had the agreement before we purchased the equipment. Holt asked Warner to ask Howard to revise the agreement. Altman asked if the jail and juvenile center need the inspections quarterly? Warner stated yes, those machines are used 24/7 and if we had maintenance we could have prolonged the life of the equipment. Altman asked if there is a motion to remove the BAM Outdoor contract from the table? Dillinger so moved. Holt seconded. Motion carried unanimously. Dillinger stated the increase is due to the animal shelter and Juvenile Services Center; he does not recall any landscaping at the animal shelter. Warner stated there is shrubbery and lawn around the building. It was under warranty the first year and now it is upon us to maintain it. We have to do pesticides, fertilization and keep the plants in good shape. We are mowing in-house. The larger amount is for the Juvenile Services Center. Warner stated the initial quote was over \$75,000, he re-negotiated the quote to under \$75,000 so it would not have to be bid. Dillinger motioned to approve. Holt seconded. Holt asked why is the Juvenile Center so high, it does not include mowing. Warner stated there is a lot of lawn, trees, shrubbery, mulching, a lot of islands. Altman asked if some of the residents could do some of this work? Holt stated this is consistent with the other buildings. Warner stated these people have to be certified in chemical treatments, they are professionals. Holt asked if compared to the 4-H Grounds the Juvenile Services Center is that much larger that we would pay under \$3,000 at 4-H and \$15,000 at Juvenile. Warner stated they only do a small part at the fairgrounds, just around the parking lot. They are not doing the large acreage.

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There is more at the Juvenile that would be taken care of by the contractor than would be at the fairgrounds. Around the fairgrounds the Master Gardeners take care of the property around the buildings. Holt asked if Warner has discussed the annuals and feedback we have received regarding the courthouse square? Warner stated they have talked with them and they will bring catalogs in so we can look at dressing up the flowers. No details have been worked out until the contract is signed. Holt asked if this contract covers the flowers? Warner stated the additional flowers are not in the contract, he has a separate plant and flower line item that he uses for upgrades or changes. Once it is decided what we want we would roll that into a future contract. Holt stated this is not all inclusive? Warner stated it would not be all inclusive. Altman asked if this is still with BAM? Who is the supplemental contract with? Warner stated they do not have a supplemental contract right now. Holt stated you have \$4,000 plus to do the same thing. Warner stated to do as we have been doing. Holt asked how are you going to integrate that into a supplemental contract? We will have to choose the plants and flowers we want as a separate item. Holt asked with BAM or with a different contractor? Warner stated it could be with them or it could be with another contractor. We would first talk with the existing contractor who is maintaining our properties. Holt stated you realize if you have covered the service in this contract and make an addendum out of the additional service; it does not pass the bidding laws. Warner stated he has not settled on the plan for flowers or where they are going to come from. Holt asked if he knows anything about BAM and their abilities on the annuals? Warner stated they are very strongly qualified. Holt stated if you leave this in here you are done for 2008, if you take the annuals out you will have the latitude to contract with anybody on this issue, other than BAM. Warner stated the commissioners are looking at replacing the annuals with something else? Holt stated he does not know, the county received the criticism and we were trying to be reactive to it. You are in charge of buildings and grounds. If you anticipate doing more work with BAM we can not accept this because it exceeds the \$75,000. Warner stated the commissioners would like him to get back with BAM and come up with an annual plan? Holt stated he thinks it should be tabled for another meeting. Altman stated this contract is so large that it needs to be bid. Dillinger stated if you are doing the annuals separate it needs to be taken out of the maintenance contract. Holt stated we can not act on this contract today. Warner asked if the commissioners prefer the annuals be removed from this contract? Dillinger stated remove the annuals from this contract, get quotes on just annuals, and bid the contract on overall maintenance. Holt stated Warner can decide if he wants to bid the flowers in the contract or look for a specialist. Altman stated the mulching and flowers are together. Motion to table approved unanimously.

Laundry Equipment Maintenance – Dillinger motioned to approve the laundry maintenance contracts on the Jail and Juvenile Services Center. Holt seconded. Motion carried unanimously.

HVAC for Jail, Judicial & Courthouse – Holt motioned to approve the PMC Maintenance Contract. Dillinger seconded. Motion carried unanimously.

Accu-Temp – Dillinger motioned to approve the Accu-Temp contract upon Mike Howard's revisions as directed. No second. Motion dies due to lack of a second.

First Indiana Bank Building Demolition

Warner stated he has received a quote for demolition of the First Indiana Bank building in the amount of \$43,050.00 from ABC Contractors, Inc. Dillinger asked why would this go up so much from last years quotes? Warner stated there is asbestos and the cost of fill has increased. Altman would like to see an itemized proposal. Warner stated Ray's Trash is not interested in the project and the third quote was over \$60,000 and did not include asbestos clean up so he did not contact them. Dillinger asked Warner to contact Larry Roudebush. Dillinger would like to see another competitive quote. Altman asked Brad (Davis) if the fill is something the highway department could do? Davis stated we probably could. Altman stated the bid is \$45,000 and we will have to resurface, this is going to be the most expensive 20 parking spaces this county has ever acquired. Dillinger stated we need to make sure the fill is compactable in case we have to build on it again. Davis stated they could haul the material but it would be better for the contractor to do the compaction, we don't have the equipment to do that. Altman asked Davis to talk with Warner about what the county could do or if this is a reasonable price. Warner will get another quote.

GIS Data and Resources

Mr. Larry Stout requested approval of an agreement with ERSI for use of some of the county's GIS data and training materials. The Commissioners gave approval of this on October 22, 2007. Dillinger motioned to approve. Holt seconded. Motion carried unanimously.

Stout stated New World Systems is interested in using the county's GIS data for marketing purposes. They would not include any sensitive information. Holt motioned to approve. Dillinger seconded. Motion carried unanimously.

Stout stated Conner Prairie has become interested in GIS technology both as subject for museum exhibits and to enhance the visitor experience. Stout asked if the GIS employees could volunteer their time and use county resources to assist them. Altman stated this has been approved by the ISS Board. Dillinger motioned to approve. Altman seconded. Motion carried. Holt abstained.

Requesting Use of Blackberry Device – Health Department

Mr. Barry McNulty, Health Department Director, stated they are working with the ISS Department in transitioning their cell phones from Nextel to AT&T. Jason LeMaster and he use Blackberrys and would like to continue to use them on the AT&T system. It is an invaluable tool and works very well with the AT&T system. Part of the redundant communications with the State is they get their e-mails. Altman asked McNulty where are they with their transition from Nextel to AT&T? McNulty stated we have asked Connie (Garrett) to order the phones. We have 13 lines, 11 will be regular cell phone lines and two would be Blackberry lines. Altman stated we will be receiving a request from EMA requesting to stay on the Nextel plan. McNulty stated he is not requesting to stay on the Nextel plan, he is asking permission to use this device on the AT&T plan. Altman stated the request from EMA is permissible with her because of the connectivity with the State, etc. with their push to talk. That is a valuable tool for EMA, will Barry lose that ability? McNulty stated they are losing that ability when they leave Nextel. His understanding was that the Commissioners wanted everybody to make that transition. Altman stated when we made that decision we thought the AT&T push to talk worked like Nextel and they are finding it is a push to talk within the AT&T system. McNulty stated he would be able to push to talk with his staff but not with the State Department of Health or Marion County or other District 5 folks. Some are on Nextel, some are not. Nextel is the standard in the public safety world. McNulty stated he won't have push to talk but he can still call them on his cell phone. Dillinger asked how often do you talk with them? McNulty stated it is not how often it is he could talk with them if he needed to. In emergency situations such as

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Katrina and 9/11 the Nextel push to talk was a feature that worked when a lot of other things did not work. Altman stated with Nextel it is a large range and will continue to work when cell phones are down. McNulty stated the Blackberry device is useful because he can keep up with his e-mails because he is out of the office attending a lot of meetings and he takes calls 24/7. Altman stated if we make an exception for public safety can we stop your transition to AT&T, if you have a strong preference. McNulty stated he would prefer to not leave Nextel. Holt asked if McNulty could wait for 30 days? McNulty stated yes. Casali stated if the phones have been ordered they are on their own way. Altman stated there is a valid reasoning for Nextel on certain segments as long as they come up with an answer on personal use. McNulty stated all of his employees have been told it is 100% business use and for those people that don't have Blackberrys they can purchase a second line through their Nextel, he and Jason can not because the Blackberry only has one line. He carries a second phone. Casali stated the second line is on the same unit but it is billed separately and the bill is sent to the home. Dillinger motioned to table for 30 days. Holt seconded. Motion carried unanimously. Casali stated the various police agencies throughout the county use different vendors, they do not all have the push to talk feature.

ISSD Purchase Order [2:25]

Casali requested approval of a purchase order in the amount of \$6,300 for NetMotion software for laptops. Holt motioned to approve. Dillinger seconded. Motion carried unanimously.

COOP & COG

Casali reminded the Commissioners of the COOP & COG luncheon on February 6, 2008 at 11:00 a.m. in the dining room of the 4-H Fairgrounds. This is the beginning of planning sessions for disaster recovery, continuity of government and continuity of operations.

JTAC Memorandum of Understanding [2:27]

Judge William Hughes presented information on JTAC (Judicial Technology and Automation Committee) of the Indiana Supreme Court. This system is a statewide case management system (CMS). Hamilton County has been invited to be in Phase 2 of the implementation of Odyssey. There is no module for Probation. A module for Probation may be built for Odyssey or interfacing another system with Odyssey. Probation will remain on Gavel, it may be a problem transferring data electronically, but we will be able to view the data. Hamilton County's judges want to be the next county on the JTAC system. There will only be minimal cost to the county. We may have to increase our bandwidth for internet access and minor acquisitions of equipment (printers). This would be \$2.5 to \$3 million for the purchase of new software plus costs for hardware, maintenance and data conversion. The county will not incur any of these costs other than conversion of additional data, if we need it. To increase the bandwidth is less than \$1,000 a month; we have all of the equipment other than the E-ticketing devices. JTAC has requested a grant to pay for the E-ticketing devices and if they are awarded the grant we will most likely see the devices in all of the Sheriff's, Noblesville and Carmel police cars. Holt motioned to approve. Dillinger seconded. Motion carried unanimously.

Commissioner Committee Reports [2:42]

Insurance Committee

Dillinger stated the Insurance Committee met to review health insurance coverage for the March 1 renewal. Dillinger stated the committee thinks as we start making changes in our benefit programs we need to have a specific date when they become effective so we don't have to reprint the benefit book for each change. We also need to start looking at raising our costs such as \$100 for family to \$125 and the committee will bring recommendations to the Commissioners. These will be minor changes made gradually.

Transit

Altman stated Terri Austin's bill creating transit zones is moving forward and she has asked Fred (Swift) to send e-mails in support.

Legislation

Dillinger stated with so much legislation being proposed, would it be wise to ask to meet with our legislators to discuss the current legislation. Holt and Altman agreed but it may not happen before the end of the session. Altman stated Allen County has an administrative assistant that lobbies the legislature on behalf of the county. It would behoove us to maybe partner with neighboring counties and have someone down there to track the changes. Dillinger stated the uniqueness of how this legislation affects Hamilton County is what he is concerned with. He is not sure we are being represented strongly enough by the Association of Indiana Counties, specifically on what is best for Hamilton County. Altman agreed, but we need more support than just meeting with the legislators. Holt agreed but the time line is going to make it difficult. Holt recommended meeting with the legislators before the next Legislative Breakfast. Holt asked Swift to set up the meeting. Holt asked Sheriff Carter to attend this meeting to discuss E-911.

Unsafe Structure – 15183 Middletown Avenue, Noblesville

Mr. Chuck Kiphart stated he has sent a Notice of Order concerning an unsafe structure at 15173 Middletown Avenue in Noblesville. The structure is owned by Hilton & Lori Morris. Altman asked Kiphart if he ran a title search? Kiphart stated yes. This is a \$700,000 house with a new addition being built. Work stopped and all of the sub-contractors have stripped the house. It is not secure. None of the house is habitable. Altman asked how long has it been in this shape? Kiphart stated they received a call about two months ago that people were hauling items out of the house. Dillinger asked if the house is in foreclosure? Kiphart stated they have not received any official notice. Dillinger asked why did they walk away? Kiphart stated he assumes they could not pay the bills. Kiphart stated at a minimum the building should be secured, but it will be very expensive. Holt asked if Kiphart has done a title search? Kiphart stated yes. Holt asked if no bank has filed suit? Kiphart stated no. Kiphart stated he went through the Tax Mapping office, he did not go through a title company. Holt stated that would not pick up a foreclosure action. Holt asked Kiphart to do a search and if there is a foreclosure action you notify the lead lien holder. Holt asked Kiphart what he wants to do. Kiphart wants to find out who he should contact, send them a letter and give them an order for 30 days from that date. Altman stated the hearing is today and there was no response. All of the financing companies were notified. Altman asked if we should have a direct order to appear within so many days and notice that if no one appears to take responsibility for the property we will take action to secure the property. Mills stated the property is not in tax sale. Howard will research the lien. Holt motioned to do a search, notify the appropriate parties, and upon determining who they are send them notice that we are going to have a rule to show cause if the statute provides that two meetings from today. Altman stated the second meeting in February. Dillinger seconded. Motion carried unanimously.

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Attorney [3:00]

Ordinance 01-28-08-A, Establishing a Rainy Day Fund

Howard requested approval of Ordinance 01-28-08-A, An Ordinance Amending Ordinance No. 09-12-05-A, Establishing a Rainy Day Fund for Hamilton County, Indiana, Pursuant to Indiana Code 36-1-8-5.1. Statute specifies that any special distribution shall be placed in a Rainy Day Fund and provides that any unspent appropriations should go into the Rainy Day Fund or the County General Fund. Holt motioned to suspend the rules for purposes of passing on first reading. Dillinger seconded. Motion carried unanimously. Holt motioned to approve. Dillinger seconded. Altman asked if there is an existing balance in the 2006 COIT Fund? Howard stated yes, that will stay in the Rainy Day Fund to be appropriated back out. Altman asked if there is any significant restriction imposed by the Rainy Day Fund that we might want to exclude that balance? Howard stated no, the Rainy Day Fund states you can use it for any purpose that the funds would otherwise be approved. Motion carried unanimously.

Jail Project Financing

Howard stated they are anticipating a closing on the financing of the Jail Project in three weeks. Howard stated we need a lease for the new project. When we did the 1991 project we had a lease that described the land, so the entire site was encumbered by the same lease. We released the footprint of the Juvenile Detention project as excess land. Howard requested approval of a partial release of leasehold interest in real estate. Altman stated ultimately will the financing be secured by the north end of the jail, the south end of the jail, and community corrections and the out building? Howard stated yes. We are not going to encumber the existing community corrections; it represents less than 1% of the costs of the project. Holt motioned to approve. Dillinger seconded. Altman stated since we are combining security as projects go through we can move money around within those projects? Howard stated yes, it is a one lease premises. We will be amending the lease because certain components come online at certain times and we can split the lease rental payments. Motion carried unanimously.

Construction Contracts

Howard requested approval of construction contracts for the Community Corrections project with Kalkreuth Roofing & Sheet Metal, Inc. for bid package #8 in the amount of \$70,000 and Art Iron for bid package #4 in the amount of \$1,375,000. Dillinger motioned to approve. Holt seconded. Motion carried unanimously.

Humane Society 2008 Service Agreement [3:06]

Howard requested approval of the 2008 Humane Society Service Agreement. The per animal cost is \$137.72. Howard stated if it is approved he will be preparing sub-agreements for all entities who are interested in being a participating unit as defined. Altman stated Carmel just signed off on last year's agreement. Swift stated it was signed in August 2007. Altman stated she was just at a Council meeting and the Animal Control Officer stated it had not been executed. Altman asked if we retroactively bill? Rauch stated we bill on the first of the month after they have signed the contract; if they signed in August we billed the new amount in September. Altman stated we got stuck with a bunch of owner release dogs if we did that. Altman stated she does not want to sign off on this agreement unless it is clear that this is just for the County and the onus is on the Humane Society to get these other sub-agreements done. Rauch stated that is not the way it has been handled in the past. Altman stated understood and we just picked up a big bill for about 400 dogs on owner releases for the City of Carmel because of the timing and how we did it. Altman stated she thought we were going to go back and retroactively bill, that was the discussion on the record, on Council. We should do it now and get it retroactively fixed; we don't want to pick up the tab on owner releases and do not want to do it again the future. Altman stated she does not mind signing the contract for the county portion only and picking up participating units as they come in; otherwise we don't pay for anybody other than our dogs until they sign up for the program. If they don't want to do this program then they can do a direct contract with the Humane Society. Dillinger asked if Altman wants to table this until we find out? Holt stated it does not accomplish anything to table it, it puts us back that we are doing things late. We should approve the agreement and get it out to the participating municipalities for their approval, otherwise we are always running in arrears. Howard asked if we should forward a copy of each units agreement to Rebecca (Stevens) so she can help shepherd it? Altman stated yes, the onus needs to be on them. The approval of this contract, if we do it today, is for county animals only and we will pick up participating units as we receive their contracts. Holt stated they are still the best people to be the gatekeeper of that; if there is no contract the first disgruntled homeowner that leaves with a dog because a participating party had not signed off, that is where it will get resolved. Holt motioned to approve. Altman asked as described? Rauch asked if the county contract should be retroactive to January 1, 2008? Holt stated yes. Howard stated if a unit does not sign are we still paying for the officer dogs or none of the units dogs? Altman stated we don't take any of the units dogs until they are under contract. How about a 30 day delay that we will continue to accept their animals? Holt stated the historical reference would be that they have operated under the previous years contract until they got the new one in. We would continue to bill any municipality that had not signed under the contract that they had already signed, that is how we have done it in the past. Altman asked if everybody is on the new contract now? Holt stated nobody is. Altman stated when we made the change to last year's contract; is everybody on last year's contract? Rauch stated Carmel, Fishers, Noblesville and Westfield. Cicero did not sign because they don't want to pay for owner releases. Altman stated she does not have a problem with that concept as long as we put a time limit of 60 days because we can't continue to operate with the uncertainty. Holt stated one of the problems is this is January 28 and we are the first party and we are just looking at it; November is better than February. Altman stated we had this discussion last year with our Administrator. Holt stated we can't sit too high on the horse when we drafted the contract and we are a month late. Altman stated they should have been pushing to get on the program. Holt called to question. Howard asked Altman what his letter should say to Rebecca (Stevens) and the underlying units? Howard suggested the county is on board and the Humane Society will be in contact because they get cut off services after March 15th? Altman stated and you will be billed under the old rate until you sign the contract for a period of 60 days or you will be cut off by the county. If you don't want to get billed under the old rate you have five days to tell us. Holt stated he is meeting with Rebecca next Monday to go over county concerns, if Howard wants to give the letter to Holt he will go through it with her. Altman stated she is more concerned that the units are on notice as soon as possible. Holt stated that is why we need to approve the contract. Altman stated she wants to make sure that the understanding is that we approve the contract subject to continuation of those units that have signed the 2007 under the old rate and they have 60 days to adopt the new one in which case it will retroactively go back to the new rate or whatever we have paid on those animals. Howard asked if that is her motion? Altman stated

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yes. Dillinger seconded. Holt stated his motion was to approve the agreement. Holt stated he thought we were voting on the service agreement; shouldn't the first thing be if we are going to contract with the Humane Society with this document, Altman is dictating a new agreement in her motion. Altman stated if that is what you want, under this agreement we pay for no animals other than ours, that is how this agreement reads. If that is what you want it is ok by her. Holt stated this is a two part discussion. Altman asked if there is a second on the motion to approve? Dillinger asked to this agreement? Dillinger stated he agrees that we should not be paying for dogs that are not ours. He does not know how Altman's motion addresses that. Altman stated we won't be under the contract. Dillinger stated we won't be under this contract? Altman stated it anticipates that everyone is going to sign up and until they sign up we won't be paying for it. Dillinger seconded. Motion carried unanimously. Holt stated he is not finding the municipalities in this agreement. Howard stated they are defined as participating units. Holt stated isn't the necessary instruction to the Humane Society and the Auditor on how long we want to wait until we get a signed agreement back? Howard stated he can do that with a cover letter; his staff is preparing the cover letters and agreements right now. Holt stated he knows what Altman is trying to do but it did not make sense to hold the service agreement hostage to that because we need an agreement, it is the end of January. Altman stated that is not what her motion tried to do, apparently there was a misunderstanding. Right now this is approved, if you want to extend the terms of the existing contract or 2007 contract that is a separate motion. Unilaterally we can't do that because we don't have the language in there. Holt stated this contract reads January 1, wouldn't you, no matter when a unit signs the contract make it retroactive to January 1, not when we receive the contract back. If you sign the deal when paragraph one says this agreement shall be effective January 1 why wouldn't you bill at the January 1 rate? Altman stated the issue is at what time does the county start reimbursing for participating unit animals; under this agreement we would not reimburse for participating animals until such time as the participating unit becomes a participating unit; which is fine by me but the Auditor's office needs to know that they are only reimbursing county animals until such time as we get those agreements in. Holt stated that is not fair, it is January 28 and this is a January 1 agreement and we have not mailed it out yet. Howard stated we can make the underlying agreement retroactive to January 1. Altman stated she does not have a problem with that but you have to have some guidelines to the Auditor. Howard stated ours with the Humane Society is but we could make it retroactive until January 1 and if they are not interested we need to know within 10 days so we can cut off their reimbursement. Rauch asked if the Auditor's office should not bill the units for January? Mills stated we have operated under the old contract so you would have to cut those contracts off? We have always been told we operate under the old contract until the new contract is signed. Holt stated this contract is only for a 12 month period, one month of the 12 months is gone I believe the spirit of this is that you should be billing at the 2008 rate. Howard stated we should be getting their contract within 30 days and we assume they are on board and we are waiting on their paperwork. If we don't hear from them in 10 days we are going to continue billing them at that rate and eagerly await their contract. Altman stated we need to go back through the 2007 billing and get it correct for Carmel. Mills stated we don't have a signed contract for Carmel. Altman stated that is her point. Mills stated Fishers, Westfield, and Noblesville are the only ones that have entered into an agreement in 2007. Holt asked if we billed Carmel in 2007? Mills stated at the old rate. Altman stated and not for owner releases. Holt stated in 2008 bill them at the 2008 rate, not a 2006 rate. Altman stated if they did not sign a contract they are not under contract. Mills stated how can we bill them if they have not entered into an agreement? Altman stated we can't. Holt stated you can't force payment but you have to tell them what they owe. Altman stated we need to make it a condition of the 2008 contract with us that they retroactively clean up what they should have done in 2007. That is not fair for the rest of the county to cover their dogs. The differential between the 2006 and 2007 rate is not sufficient to cover the owner releases.

Administrative Assistant [3:21]

Appointments

Mr. Fred Swift stated three of the Commissioners Appointments have been tabled. Swift stated Jackie Andrews is still a resident of Hamilton County. Holt motioned to take the Hamilton County Plan Commission off the table. Dillinger stated he has received a recommendation of Scott McKinney. Holt stated he does not have an objection but he thinks Ron Hall is the most qualified person on the Plan Commission. Dillinger stated he is the most controversial. Holt stated he has attended the meetings for 18 years and he is the most qualified. Dillinger wants to do more research. Dillinger motioned to appoint Bob Fearnin to the Insurance Committee and sign the 2008 contract with Fearnin Insurance. Holt seconded. Motion carried unanimously.

Janus Contract

Swift requested approval of the 2008 Janus Contract in the amount of \$550,000. Altman asked what did we give them last year, this was moved back to the Commissioners budget. Holt motioned to table. Dillinger seconded. Motion carried unanimously.

Prevail Contract

Swift requested approval of the 2008 Prevail Contract in the amount of \$150,000 (\$125,000 for the basic grant and \$25,000 for specific projects). Holt motioned to approve. Dillinger seconded. Motion carried unanimously.

Contracts

Altman asked Swift to get an accounting of achievements, etc. on all of these contracts.

Community Development Block Grant Section 106 Review Letters

Swift requested approval of Section 106 Review Letters to the Indiana Department of Natural Resources for the Community Development Block Grant (CDBG) Owner Occupied Rehabilitation Program. Holt motioned to approve. Altman seconded. Motion carried unanimously.

Altman stated Brenda Myers will be contacting Mark McConaghy, there are some opportunities for redevelopment projects if leveraged with some tax credits and Visitor Bureau funds. This may be an opportunity to work with the CDBG monies

Hamilton Southeastern Schools Wage Determination

Swift stated the Hamilton Southeastern Schools has requested an appointment to a Wage Determination Committee and they recommend Art Levine. Dillinger motioned to approve. Holt seconded. Motion carried unanimously.

Riverview Hospital

Swift stated Riverview Hospital has invited the Commissioners to a dinner with their Board of Trustees on June 30, 2008. Dillinger stated he would prefer meeting in May. The Commissioners recommended May 12.

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Fixed Asset Inventory Proposal

Dillinger stated another item discussed at the Insurance Committee meeting was the Fixed Asset Inventory Proposal, where all of the assets valued at \$500 to \$4,999 would be counted and tagged. The proposal was \$49,500 or \$7.75 per asset inventoried, whichever is greater. Dillinger stated this is ridiculous; this is something our departments could do themselves but it will require us to put some teeth into it because the departments do not want to do it. Mills stated this was requested by Fearrin and Walker trying to get the value of the contents of these buildings. Dillinger stated we do need to put teeth into it to make the department heads, find someone who is responsible, that can keep a log that can be updated constantly. It does need to be done. Altman stated we need a consistent form and have a bar code tag. Holt asked if this would be a Buildings and Grounds function? Dillinger stated it is a fixed asset. Holt asked who is going to keep the information? Altman suggested the Commissioner's Assistant. Holt stated or the Auditor's office. The Auditor's office is tracking everything \$5,000 and over. If we force the departments to supply the ongoing information they would be the ones to manage it. Altman stated the easiest way to make sure it gets done is to make sure we don't put anything new anywhere until we get the inventory in place. Dillinger stated if the Commissioners agree we should have Fred (Swift) contact the department heads on our behalf stating they have a set amount of time to provide this information. Altman asked Fred to put together a spreadsheet of what information and we can concur on it and then send it out. Rauch stated we have a spreadsheet set up. This went back to the Insurance Committee and they recommended we get a quote for a professional firm to perform this service because the department heads are telling us they don't have the employees to do this. It is time consuming and we wanted to get a quote on getting the initial inventory done at one time. Dillinger stated the Insurance Committee looked at it and our feeling was that this is hogwash. Dillinger stated they have to do it. Rauch asked if Dan Papineau will be in charge of this project? Dillinger stated he does not know. Altman stated Dan has his hands full, this is administrative instead of Safety Risk.

Altman stated she is still pushing Council on the Commissioner's new position. Altman asked Dillinger to put this position on the Personnel Committee agenda. Dillinger asked Mills to put the Commissioners Assistant position on the next Personnel Committee agenda. Ms. Sheena Randall stated at the last Personnel Committee meeting it was to be discussed at the Council and Commissioner Retreat. Altman stated it was discussed and it is to be put on the Personnel Committee agenda.

Sheriff [3:37]

E-911

Sheriff Doug Carter stated he appreciates the Commissioner's desire to meet with the elected officials from the Statehouse, but he is pleading that they call them quickly. Wednesday is the final day for hearings on these Bills. The E-911 Bill will redirect us and take away everything we have done the last 20 years.

Altman asked if Fred (Swift) could send an e-mail to our representatives saying we strongly oppose the Bill in its current form, it needs substantial amount of work, some elements are good but there are so many elements that are detrimental to Hamilton County. Dillinger asked Fred to speak with Sheriff Carter.

Personnel Changes

Carter stated Jill Jennings is no longer employed by Hamilton County. When Carter first took office Joe Mangus was an Assistant Communications Director, at that time we did not have IT support on site. We now have IT support on site. There is not a need to replace the Assistant Communications Director position. Carter would like to move Joe Mangus to the Communications Director position and turn this position (currently in the Sheriff's budget) in to an Human Resource position and transfer that position to Sheena Randall. This person would be a full time employee on the Sheriff's site. With over 300 employees, full and part time, the time has come for us to have some of those responsibilities maintained on site, rather than sending employees to HR, as we do now. Carter requested permission to move forward with this position. Holt so moved. Dillinger seconded. Dillinger stated they did call and discuss this position with him. He made it clear that for him to support this position the person would answer strictly and solely to Sheena. It would make sense to have someone out there and he supports the concept. Altman stated for ease of administration can they take direction from the Sheriff in terms of day to day tasks with Sheena being in charge? Dillinger stated they need to report directly to Sheena. Carter stated he does not think that would work internally. He is not saying take it away from Sheena but this would be similar to what the maintenance structure at the Jail is currently. This person will recommend things and be directly responsible for, which directly affects the operations of the agency. Randall stated she and Doug have discussed that once an individual was hired they would be at the Sheriff's department four days a week and one day in her office because she has a lot of training. That would carry through during their training and then continue as needed for updates to make sure they are staying on top of legislative changes so she can make sure they are knowledgeable and doing the right things. It is very important for Doug to work with them each day so he knows what their needs are, such as Family Medical Leave training. Doug could oversee their day to day operations and he would work with Sheena for a performance appraisal. Sheena stated her concern is that she is on the line that they are dispersing the correct information about legalities. Dillinger stated the only way he will support this position is if they are totally autonomous and they answer directly to Sheena, Doug will not always be the Sheriff. Holt stated when Doug made the presentation he said the person would be under Sheena, he made the motion on that description. Altman stated she is trying to clarify that this person is not just going to sit in an office at the Sheriff's Department and not have input from the Sheriff's Department. Dillinger did not say not have input from the Sheriff's Department, this person is an HR person working for the HR department enforcing and administering the rules we have set in our Personnel Policy and the laws. Dillinger stated he is not saying that person can not talk with the Sheriff but that person needs to be directly respondent to our HR department. Altman asked if that is what Holt understands? Holt stated yes. Carter stated he envisioned this person will not be put off into a corner, there will be a position three doors down from him, he appreciates what Dillinger is saying but does not know if that will be the very best for the agency. Holt stated he understands that this was the game plan. Motion carried unanimously.

Auditor [3:46:38]

Liability Trust Claim

Dillinger motioned to pay over the \$5,000 amount for the Stanley Systems Liability Trust Claim. Holt seconded. Motion carried unanimously.

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McCready and Keene Service Agreement

Ms. Robin Mills requested signature of the Service Agreement with McCready and Keene for the GASB #45 actuarial study.

Tabled Vendor Claims

Probation Department and Prosecutor

Holt motioned to take the vendor claim from the Prosecutor off the table. Dillinger seconded. Motion carried unanimously. Holt motioned to approve the vendor claim from the Prosecutor. Dillinger seconded. Motion carried unanimously. No action was taken on the Probation vendor claim.

Clerk's Monthly Report

Mills stated the Clerk has informed the Commissioners that the Monthly Report for November 2007 had a \$400 entry placed on the wrong line and it has been corrected. Holt motioned to approve November 30, 2007 and December 30, 2007 Clerk's Monthly Report. Dillinger seconded. Motion carried unanimously.

Treasurer's Monthly Report

Holt motioned to approve the November 30, 2007 and December 30, 2007 County Treasurer's Monthly Report. Dillinger seconded. Motion carried unanimously.

Release of Bonds/Letters of Credit – Drainage Board

Mills requested the release of Bonds and Letters of Credit for the drainage board. 1) HCDB-2004-00046 – Lexon Insurance Company Subdivision Bond #1007722 – Heather Knoll Section 1 storm sewers, subsurface drains, erosion control and monuments & markers - \$190,800. 2) HCDB-2004-00079 – Bond Safeguard Insurance Company Bond No. 5013390 – Slater Ridge Section 1 – Fred Hines Drain Reconstruction - \$268,476.67. 3) HCDB-2004-00080 – Bond Safeguard Insurance Company Bond #5013391 – Slater Run Section 1 – Fred Hines Drain Arm Reconstruction - \$41,618.38. 4) HCDB – 2005-001112 – Bond Safeguard Insurance Company Subdivision Bond #5019345 – Long Ridge Lacrosse Fields Subdivision erosion control - \$6,000. 5) HCDB-2005-00113 – Bond Safeguard Insurance Company Subdivision Bond #5019346 – Long Ridge Lacrosse Fields Subdivision storm sewers and subsurface drains - \$45,923. 6) HCDB-2007-0004 – Bond Safeguard Insurance Company Performance Bond #5025227 – Slater Woods – F.E. Hines Drain dredging and reconstruction - \$35,400. 7) HCDB-2007-0004 – Bond Safeguard Insurance Company Bond Rider #5025227 – Slater Woods F.E. Hines Drain Dredging and Reconstruction - \$87,360 (rider changing bond amount from \$35,400 to \$87,360.) 8) HCDB-2007-00020 – Bond Safeguard Insurance Company Subdivision Bond #5027032 – Maple Village Section 2 (AKA Sonoma) storm drainage, monuments & markers - \$254,088. Holt motioned to approve. Dillinger seconded. Motion carried unanimously.

Payroll Claims

Mills requested approval of Payroll Claims for the period of December 31, 2007 to January 13, 2008 paid January 25, 2008. Holt motioned to approve. Dillinger seconded. Motion carried unanimously.

Vendor Claims

Mills stated there are six claims pulled by the Accounts Payable staff for Commissioners decision. Mills asked Altman if she would like to table these claims so they can be reviewed for the next meeting? Altman stated yes. Dillinger motioned to table. Holt seconded. Motion carried unanimously. Mills requested approval of the Vendor Claims to be paid January 29, 2008. Holt motioned to approve. Dillinger seconded. Dillinger and Holt approved. Altman abstained. Motion carried.

Janus 2007 Budget

Mills stated the 2007 appropriations for Janus were Capital - \$110,000; Operations - \$500,000; Transportation - \$277,000. Altman asked if Janus has requested Capital again this year? Altman would like to know what has gone over from last year and what was requested for 2008. Mills stated there is nothing for Capital in 2008, Transportation - \$312,500, Operations - \$500,000.

Holt motioned to adjourn. Dillinger seconded. Motion carried unanimously.

Commissioners Correspondence

HUD FY 2008 Allocations for Community Development Block Grant

DNR Finding of “No Historic Properties Affected”

IDEM Business Permits – Wastewater:

Fluid Waste Services, Inc.

Powers Septic & Sewer, Inc.

IDEM Construction Permit Application:

Prairie View @ Crosspoint Sanitary Sewer – Fishers

Certificates of Insurance:

Premier Electric, Inc.

Comcast of Illinois/Ohio

Present

Christine Altman, Commissioner

Steven C. Dillinger, Commissioner

Steven A. Holt, Commissioner

Robin M. Mills, Auditor

Fred Swift, Administrative Assistant to Commissioners

Kim Rauch, Administrative Assistant to Auditor

Michael Howard, Attorney

Darren Murphy, Attorney

Doug Carter, Sheriff

Brad Davis, Highway Director

Jim Neal, County Highway Engineer

Joel Thurman, Highway Project Engineer

Amber Emery, Highway Public Service Representative

Dave Lucas, Highway Staff Engineer

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Christopher Burt, Highway Engineering Technician
Tim Knapp, Highway Right-of-Way Manager
Matt Knight, Highway Bridge Program Engineer
Faraz Khan, Highway Staff Engineer
Kathy Howard, Highway Department Administrative Manager
Bob Davis, Highway Superintendent
Kim Good, Treasurer
Mark Jones, E&B Paving, Inc
Larry Stout, ISSD
BJ Casali, ISSD
Joe Seig, ISSD
Jay Longanecker, Asphalt Materials, Inc.
Becki Wise-Kent – USI
Sonia Leerkamp, Prosecutor
Andre Miksha, Prosecutor’s Office
Scott Warner, Buildings & Grounds
Bill Hughes, Hamilton Superior Court 3
Ollie Schierholz, Court Administration
Sheena Randall, Human Resources
Chuck Kiphart, Plan Commission

APPROVED
HAMILTON COUNTY BOARD OF COMMISSIONERS

ATTEST

Robin M. Mills, Hamilton County Auditor